

**CITY OF NORTHFIELD COUNCIL WORK SESSION MEETING AGENDA  
FEBRUARY 16, 2021**

**MEETING CALLED TO ORDER** by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 9, 2021.

Pursuant to N.J.S.A. 10:4-8(b), and N.J.A.C. 5:39-1.1 - 1.7, this meeting will be held in-person and as a remote public meeting (live-streamed) using Zoom conferencing service. Due to social distancing requirements related to Covid-19, there are limited seats for in-person attendance by members of the public. Visit the event calendar page for February 16, 2021 at [www.cityofnorthfield.org](http://www.cityofnorthfield.org) to determine current seating availability. Face coverings and social distancing will be required for in-person attendance. To reserve an available seat, contact the Office of the Municipal Clerk at 609-641-2832, ext 125, no later than 2:00pm on February 16, 2021. Once all available seats have been reserved, virtual attendance will be required using a web-browser to Join the Zoom Meeting <https://us02web.zoom.us/j/84298169702> or by telephone using one tap mobile +13126266799,,84298169702# or direct dial +1 312 626 6799 using Meeting ID: 842 9816 9702. For those wishing to comment during the dedicated public comment portion of the meeting, but who may be unable to attend (in person or via Zoom), public comments may also be submitted in advance via email to [mcanesi@cityofnorthfield.org](mailto:mcanesi@cityofnorthfield.org) or by written letter to the Office of the Municipal Clerk, 1600 Shore Road, Northfield NJ 08225, or by hand delivery to the drop box in the parking lot at the south corner of the municipal building, addressed to the attention of the Municipal Clerk. Comments shall contain the name and address of the author, will be read aloud and addressed during the remote public meeting, and must be received by 2:00pm on February 16, 2021.

**FLAG SALUTE**

**COUNCIL ROLL CALL:** Dewees, Madden, Notaro, Perri, Smith, Utts, Polistina

**MAYOR:** Chau

**COMMITTEE REPORTS**

Councilman Perri	Public Works: Roads, Engineering, Sewer Operations; Senior Citizens
Councilman Utts	Inspections, Code Enforcement, Housing/Zoning Technology / MRHS Channel; Planning Board
Councilman Notaro	Fire Department/EMS; Northfield Sports (FAN); Cultural Committee / Veteran Liaison; Economic Development / Chamber of Commerce
Councilman Dewees	Buildings/Grounds, Athletic Fields; Birch Grove Park, Bike Path 1 <sup>st</sup> Street Playground, Veterans Park
Councilman Smith	Court / Violations; Little League and Babe Ruth Northfield Community School; Shared Services
Councilwoman Madden	Insurance and Safety; Library; Mainland Regional
Council President	Finance and Collections; Municipal Alliance

**CITY OF NORTHFIELD COUNCIL WORK SESSION MEETING AGENDA  
FEBRUARY 16, 2021**

**WORK SESSION / TOPICS FOR DISCUSSION – OLD BUSINESS**

- Zion Road Pump Station Easement – *Update from Engineer Nassar; Direction from Council Required*
- Northfield Avenue at Rt 9 Drainage – *Update from Engineer Nassar*
- Emergency Medical Services – *Update from Councilmen Smith and Notaro*
- Lease Agreement, Parking Spaces at Jackson and Fuae Avenues – *Update from Committee*
- Cedar Bridge Road – *Update from Engineer Nassar re Rights-of-Way Required*

**WORK SESSION / TOPICS FOR DISCUSSION – NEW BUSINESS**

- Standing Item – New Grant Opportunities
- 2<sup>nd</sup> Amendment Resolution – Requested by Councilman Notaro
- City Hall Ramp Project, Possible Foundation Modification – *Requested by Engineer Nassar*
- *Private Fireworks Displays at ACCC – Notice Requirements*

**6:30PM CROSS RIVER FIBER**

**REVIEW OF REGULAR MEETING AGENDA**

**PUBLIC SESSION/ FIVE MINUTES PER SPEAKER**

**ADJOURNMENT**



January 25, 2021

Mary Canesi  
Registered Municipal Clerk  
City of Northfield  
1600 Shore Road  
Northfield, NJ 08225

**Re: Request for Municipal Consent**

Dear Mary,

I am writing to request municipal consent from the City of Northfield for our company, Cross River Fiber to use the public right-of-way in order to attach or install our telecommunications fiber optic cable to existing utility poles or conduits. Enclosed you will find copies of a sample resolution, our BPU approval as well as a copy of applicable federal and state statutes that govern our industry.

As a telecommunications utility, we have been authorized by the Board of Public Utilities to provide local telecommunications services throughout the State of New Jersey. Pursuant to such authority, we may locate, place, attach, install, operate and maintain fiber optic facilities within the municipal, county and state right-of-way for the purpose of providing telecommunications services. As such, in accordance with N.J.S.A. 48:3-19, we request the consent of the City of Northfield to locate, operate and maintain fiber optic cable within the municipal right-of-way throughout the City for us by our commercial customer. We are respectfully requesting that this permission be granted within 60 days of receipt of this letter.

Our efforts to expand our existing fiber optic infrastructure throughout the State of New Jersey and through the City of Northfield will allow us to offer additional competitive services of all commercial and municipal customers. Our customers include other telecommunications carriers, enterprise and commercial businesses, municipal governments, hospitals and local school districts. We provide our customers with a network infrastructure which aggregates voice, internet and private data on high bandwidth fiber optic cable that spans from corporate campuses to metropolitan and inner-city networks

My office will be contacting you to follow up on your receipt of this information and to discuss the next steps to receive your municipal consent. In the meantime, should you have any questions, do not hesitate to contact me at 732-643-0115. We will be happy to make an informal presentation to you and your board at an appropriate upcoming meeting and to answer any questions they may have at that time.

Sincerely,

Fred Brody,  
Government Affairs  
732-643-0115

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. XX-2021**

**RESOLUTION APPROVING RIGHT-OF-WAY USE TO CROSS RIVER  
FIBER**

**WHEREAS**, Cross River Fiber LLC ("Cross River Fiber"), seeks to place telecommunication facilities aerially on utility poles or in an underground conduit in the Public Rights-of-Way within the City of Northfield for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

**WHEREAS**, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State; and

**WHEREAS**, N.J.S.A. 48:3-19 requires Cross River Fiber to obtain the consent of the City of Northfield for the joint use of any existing utility poles; and

**WHEREAS**, N.J.S.A. 54:30A-124(a) provides that a municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies but that a municipality may impose reasonable fees for actual services made by any municipal, regional or county governmental agency; and

**WHEREAS**, it is in the best interests of the City of Northfield and its citizens to grant consent to Cross River Fiber; and

**WHEREAS**, the consent granted is for the non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system subject to the terms and conditions of the attached Use Agreement with Cross River Fiber.

**NOW THEREFORE BE IT RESOLVED**, by the Common Council of the City of Northfield, that the City of Northfield is hereby authorized to grant Cross River Fiber a non-exclusive use of the Public Rights-of-Ways for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are hereby authorized to execute any and all documents necessary to effectuate this Resolution.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at the Regular Meeting of the Common Council of the City of Northfield, held this xx day of xx, 2021.

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Mary Canesi, RMC, Municipal Clerk

## **RIGHTS-OF-WAY USE AGREEMENT**

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated \_\_\_\_\_ (the "Effective Date"), and entered into by and between the City of \_\_\_\_\_ ("City"), a New Jersey City corporation, having its address at \_\_\_\_\_ and Cross River Fiber LLC ("Cross River Fiber") with offices located at 461 Headquarters Plaza, Morristown, NJ 07960.

### **RECITALS**

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011, Docket No. TE12040297 on June 18, 2012 and Docket No. TM14080906 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Cross River Fiber proposes to place its telecommunication facilities aerially on utility poles or in underground conduit in the Public Rights-of-Way within the City for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

WHEREAS, it is in the best interests of the City and its citizenry for the City to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the City for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Cross River Fiber hereby agree to and with each other as follows:

**Section 1. Definitions**

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Cross River Fiber" is the grantee of rights under this Use Agreement and is known as Cross River Fiber, their successors and assigns.
- c. "City" is the grantor of rights under this Use Agreement and is known as the City of \_\_\_\_\_, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across,, over, and through any public land, road, street or highway of the City, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the City. This term shall not include City, state, or federal rights-of-way or any property owned by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

**Section 2. Grant of Consent.**

The City hereby grants Cross River Fiber its City consent for the non-exclusive use of the Public Rights-of-Way within the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

**Section 3. Public Purpose.**

It is deemed to be in the best interests of the City and its citizenry, particularly including commercial and industrial citizens, for the City to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the City for this purpose.

**Section 4. Scope of Use Agreement.**

Any and all rights expressly granted to Cross River Fiber under this Use Agreement, which shall be exercised at Cross River Fiber's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Cross River Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The City hereby authorizes and permits Cross River Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Cross River Fiber located within the Public Rights-of-Way, as the case may be.

**Section 5. Compliance with Ordinance**

Cross River Fiber shall comply with all applicable existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

**Section 6. Duration of Consent**

The non-exclusive City consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

**Section 7. Indemnification**

Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Cross River Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Cross River Fiber activities pursuant to the rights granted in this Use Agreement.

**Section 8. LIMITATION OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. ALL DAMAGES ARISING FROM ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.**

**Section 9: Notices**

All notices or other correspondence required or permitted to be given in connection with



this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Cross River Fiber at:                   Cross River Fiber LLC  
461 Headquarters Plaza  
Morristown, NJ 07960.  
Attn: Robert Sokota, Chief Administrative Officer and  
General Counsel

To the [City] at:                   The

Attn: City Clerk

**Section 10. Liability Insurance**

Cross River Fiber shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Cross River Fiber shall file with the City Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The City shall notify Cross River Fiber within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of Cross River Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

**Section 11. Assignment.**

Cross River Fiber may not assign this Use Agreement without the written consent of the City,

which consent shall not be unreasonably withheld or delayed, except that Cross River Fiber shall have the right, upon notice to the City, to assign this Use Agreement without the City's consent if such assignment is approved by the BPU.

**Section 12. Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 13. Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 14. Incorporation of Prior Agreements.**

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 15. Modification of Agreement.**

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 16. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 17. Counterparts.**

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber LLC

\_\_\_\_\_

Robert Sokota, Chief Administrative Officer and General Counsel

Dated: \_\_\_\_\_

The City of \_\_\_\_\_

\_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

Dated: \_\_\_\_\_